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11 COSTCO WHOLESALE CORPORATION

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 SARAH BANTA,

Case No.: 3:23-cv-00054-MMD-CLB

12 Plaintiff,

**STIPULATED PROTECTIVE
ORDER**

13 vs.

14 COSTCO WHOLESALE CORPORATION
15 a foreign corporation; and DOES I-V,

16 Defendants.
17 _____/

18 IT IS HEREBY STIPULATED AND AGREED by Plaintiff SARAH BANTA,
19 (“Plaintiff”), by and through her attorney of record, CHARLES KILPATRICK, ESQ., OF
20 KILPATRICK BULLENTINI and Defendants COSTCO WHOLESALE CORPORATION,
21 (“Costco”) by and through their attorneys of record MICHAEL E. SULLIVAN, ESQ. AND
22 HANNAH E. WINSTON, ESQ. of ROBISON, SHARP, SULLIVAN & BRUST, that a
23 Protective Order be entered by this Court as follows: Discovery in this action will require the
24 Parties to provide documents that contain information that is confidential, proprietary, and/or
25 sensitive. Disclosure of this information could result in harm to the disclosing Party. Although
26 this information must be disclosed, the disclosing Party is entitled to the protections described
27 below.

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1 1. In addition, Plaintiff and the Defendant may seek other Confidential Material.
2 This Protective Order shall apply to all documents, materials, and information that is sought by a
3 party either from other parties to this litigation or from any third party with possession or custody
4 of Confidential Material during discovery, including without limitation, documents produced,
5 answers to interrogatories, responses to requests for admission, deposition testimony, and other
6 information disclosed pursuant to the disclosure or discovery duties created by the Federal Rules
7 of Civil Procedure. The Parties assert the disclosure of Confidential Material outside the scope of
8 this litigation could result in significant injury to one or more of the Parties' business or privacy
9 interests and could result in significant injury to a third party's privacy interests, as well as
10 significantly erode the attorney-client privilege. The Parties have entered into this Stipulation
11 and request the Court enter this Protective Order for the purpose of preventing the disclosure and
12 use of Confidential Material except as set forth herein.
13
14

15 2. As used in this Protective Order, the term "confidential information" means any
16 documents, testimony, or other information for which protection from disclosure has been
17 identified, requested or designated by any subsequent order of the Court relating to medical
18 records, proprietary documentation, etc.
19

20 3. The term "disclosure" shall include the dissemination, communication,
21 publication, or reproduction of any confidential material or the contents of the information
22 contained therein, or the communication of any estimate or other information which facilitates
23 the discovery of confidential information.
24

25 4. As used in this Protective Order, the term "qualified persons" means (i) counsel of
26 record for the parties to the litigation, including office associated, paralegal, and stenographic
27 and clerical employees to whom disclosure is reasonably necessary; (ii) experts retained for the
28 purpose of this litigation to whom disclosure is reasonably necessary and who have signed the

1 Confidentiality Agreement, a form of which is attached hereto as EXHIBIT "1", (iii) parties to
2 this action who have signed the Confidentiality Agreement, a form of which is attached hereto as
3 EXHIBIT "1", and (iv) court personnel, including stenographic reporters engaged in such
4 proceedings as are necessarily incident to this litigation.

5
6 5. Confidential information shall be and remain confidential, and, except as allowed
7 by this Protective Order, may not be disclosed or communicated, nor used for any purpose other
8 than this litigation, including any appeals.

9
10 6. Any and all documents containing confidential information must be retained by
11 counsel and not be disclosed or made available to any person other than a qualified person who
12 has read and acknowledged the terms of this Protective Order. Similarly, the confidential
13 information contained within those documents may not be disclosed to any person other than a
14 qualified person. To the extent reasonably necessary, copies of confidential documents may be
15 provided to experts retained for the purpose of this litigation to whom disclosure is reasonably
16 necessary and who have signed the Confidentiality Agreement. Nothing in this Protective Order
17 shall in any way affect the admissibility at trial of any of the documents produced under this
18 Protective Order.

19
20 7. Any person who is in possession of confidential information, or to whom
21 confidential information is disclosed, is responsible for ensuring that such confidential
22 information is not inadvertently disclosed by him or her. Failure to take all reasonable
23 precautions to insure against such inadvertent disclosure will be viewed by the Court as willful
24 disobedience of this Protective Order and will be punished accordingly.
25
26 Counsel receiving confidential information may not disclose that confidential information to any
27 expert without first furnishing to that expert a copy of this Protective Order and obtaining from
28 that expert an executed Confidentiality Agreement, a form of which is attached hereto as

1 EXHIBIT "1". The original of any such executed Confidentiality Agreement must be retained in
 2 the office of counsel who retained the expert. Copies of any such executed Confidentiality
 3 Agreement must immediately be served upon counsel for all other parties.

4 8. Any person who executed a copy of the Confidentiality Agreement attached
 5 hereto submits to the jurisdiction of this Court for purposes of enforcement of this Protective
 6 Order, either prior to or following trial of this action. Jurisdiction of this action is to be retained
 7 by this Court after final determination for purposes of enabling any party or persons affected by
 8 this Protective Order to apply to the Court for such direction or further decree as may be
 9 appropriate for the construction or enforcement of this Protective Order or for such additional
 10 relief as may become appropriate.
 11

12 9. Before being copied for production, documents containing confidential
 13 information must be marked "CONFIDENTIAL."
 14

15 10. Objections to Designations:

- 16 a. If any Party believes that material otherwise designated as Confidential
 17 Material should not be classified as such, that Party shall, within 30 days of
 18 receiving the Confidential Material, state the objection by letter to counsel for
 19 the opposing Party, setting the forth the reasons that the objecting Party
 20 believes the material should not be treated as Confidential and/or Privileged,
 21 as the case may be.
 22
 23 b. The Producing Party shall respond, in writing, within ten (10) days, setting
 24 forth the reason(s) that Party believes the material should be treated as
 25 Confidential Material.
 26
 27 c. If the objection cannot be reasonably resolved by agreement of counsel, the
 28 Producing Party may move the Court for an appropriate order regarding such

1 designation. The burden of proof regarding the confidentiality of the
2 materials shall remain with the Producing Party.

3 d. Until an objection to the designation of the materials has been resolved by
4 agreement of counsel or by order of the Court, the materials shall be treated as
5 Confidential and remains subject to this Protective Order.
6

7 11. Unless otherwise permitted by statute, rule or prior Court order, papers filed with
8 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those
9 documents under seal and shall be filed consistent with the Court's electronic filing procedures.
10 The party seeking to file a paper under seal bears the burden of overcoming the presumption in
11 favor of public access to papers filed in Court.

12
13 12. Nothing in this Protective Order precludes the deposition examination of any
14 person regarding confidential information of which they have knowledge. All transcripts of said
15 deposition containing confidential information will be treated in accordance with this Protective
16 Order.

17 13. Only qualified persons may attend deposition examinations in this case.

18
19 14. Any court reporter who transcribes testimony in this action at a deposition shall
20 agree, before transcribing any such testimony, that all testimony containing confidential
21 information is and shall remain confidential and shall not be disclosed except as provided in this
22 Protective Order and that copies of any transcript, reporter's notes, or any other transcripts
23 records of any such testimony will be retained in absolute confidentiality and safekeeping by
24 such shorthand reporter or delivered to attorneys of record or filed with the Court.
25

26 15. Nothing in this Protective Order requires a party to disclose confidential
27 information that the party also contends is protected from disclosure based upon a privilege or
28 for some reason other than the mere confidential nature of the document or information.

1 16. Upon the final determination of this action, counsel and all qualified persons shall
 2 return any confidential information to the disclosing party, together with any copies of
 3 confidential information. Transcripts containing confidential information also must be returned
 4 to the disclosing party. All notes or any other memorialization of the information contained in
 5 the confidential material produced that are in the possession of counsel may be retained by
 6 counsel, but shall be placed in a sealed envelope or other container on the face of which shall be
 7 typed or printed:

8
 9 **“CONFIDENTIAL”**

10 “The information contained herein is confidential and subject
 11 to a protective order issued by the United States District
 12 Court. Anyone not permitted to review this information as set
 13 forth in the protective order is in violation of that order and
 14 may have sanctions imposed against him or her as the Court
 15 may determine and allowable under law and may also be
 16 subject to contempt of court proceedings.”

17
 18
 19 17. Anyone found to be in violation of this Order may have sanctions imposed against
 20 him or her as the Court may determine and allowable under law and may also be subject to
 21 contempt of court proceedings.

22 **RETENTION OF JURISDICTION**

23 18. The Court only retains jurisdiction over this order while the case is pending.
 24 The Court's jurisdiction will cease upon dismissal of the case.
 25
 26
 27
 28

1 **AFFIRMATION:** The undersigned does hereby affirm that this document does not
2 contain the Social Security Number of any person.

3 Michael Sullivan and Charles Kilpatrick by the signature of counsel below, expressly
4 consent to such jurisdiction.
5

6 **Respectfully Submitted by:**


Approved to Form and Content by:


7 DATED this 27 day of Feb, 2023

 DATED this 28 day of Feb, 2023

8 ROBISON, SHARP, SULLIVAN & BRUST

 KILPATRICK BULLENTINI

9 
10 _____
11 MICHAEL E. SULLIVAN, ESQ.
12 71 Washington Street
13 Reno, Nevada 89503



 CHARLES M. KILPATRICK, ESQ.
 412 N Division Street
 Carson City, NV 89703-4168

14 *Attorneys for Defendant*

Attorneys for Plaintiff

15
16 **IT IS SO ORDERED:**

17 
18 _____
19 U.S. MAGISTRATE JUDGE

20 DATED: February 28, 2023
21
22
23
24
25
26
27
28

EXHIBIT LIST

EXHIBIT	DESCRIPTION	NO. PAGES
EXHIBIT "1"	CONFIDENTIALITY AGREEMENT	1

EXHIBIT 1

CONFIDENTIALITY AGREEMENT

1. I hereby acknowledge that I am about to receive confidential information supplied by:
Costco Wholesale Corporation.

2. I have read the Protective Order governing the restricted use of confidential information in this litigation, a copy of which has been provided to me. I agree to be bound by the terms thereof.

3. I will not use any documents marked with the legend "CONFIDENTIAL" or any information contained therein for any purpose other than litigation involving SARAH BANTA and COSTCO WHOLESALE CORPORATION a foreign corporation; and DOES I-V further, I affirm that I will not reveal any confidential information to, nor discuss it with, any other person except in accordance with the terms of the Protective Order.

4. At the termination of this litigation, I will return all documents containing confidential information as required by the Protective Order.

5. I submit to the jurisdiction of this Court for the purposes of enforcement of the Protective Order, either prior to or following trial of this action.

DATED: This ____ day of _____. 202__.

 Signature

 Type or print name of individual